

Trust Deed made this 20th day of JULY, 1992, between LINLIN C. ROXAS MARRIED PERSON AS HER SEPARATE PROPERTY, as Grantor, and FN Realty Services, Inc., a California Corporation, as agent for Aspen Title and Escrow, Inc., an Oregon Corporation as Trustee for Perla Enterprises, Inc., an Oregon Corporation and Western Zapata Land Corp., a Nevada Corporation as Beneficiary and Aspen Title and Escrow, Inc., an Oregon Corporation as Trustee.

Grantor conveys to Trustee in trust with the power of sale the following described property; subject to all reservations, easements, conditions and restrictions of record:

Tract 1107 Block 13 Lot 04  
of FIRST ADDITION SPRAGUE RIVER PINES,  
Klamath County, Oregon

This Trust Deed is given for the purpose of securing performance of each agreement of Grantor herein contained and payment of the sum of \$12,780.00 (TWELVE THOUSAND SEVEN HUNDRED DOLLARS) with interest thereon according to the terms of a promissory note executed by Grantor and payable to Beneficiary dated JULY 20, 1992, payable in installments with the last installment to become due, if not sooner paid, on AUGUST 30, 2002.

Grantor agrees:

- (1) To protect, preserve and maintain said property in good condition and repair and not to commit or permit any waste of said property.
- (2) To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.
- (3) To keep the property free from all liens and to pay all taxes, assessments, maintenance charges or other charges that may be levied or assessed upon or against said property before the same become past due or delinquent. Beneficiary, at its option, may pay such items when the same become delinquent and the amount so paid shall be added to the principal owing under the promissory note above described at the same rate of interest and with costs for collection.
- (4) To pay all costs, fees and expenses incurred by Beneficiary or Trustee under this agreement, including the costs of title search and other costs and expenses incurred in connection with or enforcing this obligation, including attorney's fees.
- (5) Upon default by Grantor of any provision of this agreement Beneficiary may declare all sums secured hereby to be immediately due and payable.

Grantor and Beneficiary further covenant and agree:

- (1) In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the Grantor without having first obtained the written consent or approval of the Beneficiary then, at the Beneficiary's option, all obligations secured by this instrument irrespective of the maturity dates expressed therein or herein, shall become immediately due and payable.
- (2) Grantor agrees to pay a collection fee of \$3.00 per month, which fee shall be due and payable with each monthly installment of principal and interest.
- (3) Grantor agrees that in the event any installment is not received by Beneficiary within 15 days of the date it is called for under the note, a late charge on such delinquent installment may be charged in an amount equal to 10% of the principal and interest portions of such installment, in addition to such costs and expenses (including attorney's fees) as called for under said note and Deed of Trust, and that such late charge shall be due and payable on or before the due date of the next installment.

Grantor is the owner of the above described property, free and clear of any encumbrances, except those above described and will warrant and defend the same against all persons.

IN WITNESS WHEREOF, Grantor has executed this agreement the day and year first above written.

LINLIN C. ROXAS  
LINLIN C. ROXAS

STATE OF GUAM, County of AGANA, ss:  
The foregoing instrument was acknowledged before me this 20th day of JULY, 1992, by

Notary Public for  
My Commission Expires

My Commission Expires 30 DEC 2002

My Commission Expires  
Notary Public for

1994  
The following instrument was acknowledged before me this  
21st day of March 1994 at Medford

Aspen

304

IN WITNESS WHEREOF, Grantor has executed this agreement the day and year first above written

above described and will warrant and defend the same against all persons.

Grantor is the owner of the above described property, free and clear of any encumbrances, except those

**After Recording**

Return to:

**FNBS Financial Corporation**

**222 East Huntington Drive**

**Monrovia, Ca. 91016-3524**

(1) Grantor agrees that in the event any installment is not received by Beneficiary within 12 days of the

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 11th day  
of Feb. A.D. 19 93 at 10:33 o'clock A.M., and duly recorded in Vol. M93  
of Mortgages on Page 3055

FEE \$15.00

Evelyn Biehn County Clerk

By Debra Mullendore

(2) Upon default by Grantor of any provision of this agreement Beneficiary may collect all sums secured

including attorney's fees.

(3) To pay all costs, fees and expenses incurred in connection with or enforcement of this obligation

for collection.

added to the principal owing under the promissory note above described at the same rate of interest and with costs

Beneficiary, at its option, may pay such items when the same become due and the amount so paid shall be

credited that may be added or assessed upon or against said property before the same become due and on default.

(4) To keep the property free from all liens and to pay all taxes, assessments, maintenance charges or other

charges.

(5) To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting and

bearing any way on said property.

(6) To protect, preserve and maintain said property in good condition and repair and not to commit or

Grantor agrees:

being on 11th day of Feb. 1993 payable in installments with the first installment to become due, if not sooner

with interest thereon according to the terms of a promissory note executed by Grantor and payable to Beneficiary

continued and payment of the sum of \$ 119,000.00 Dollars.

This Trust Deed is given for the purpose of securing performance of any agreement of Grantor herein

Klamath County, Oregon

of 119,000.00 Dollars

Trust 119,000.00 Block 12 for 285456 BIAER BINEZ

subject to all regulations, covenants, conditions and restrictions of record.

Grantor conveys to Trustee in trust with the power of sale the following described property:

as Trustee: First Coast, a Member Corporation of Beneficiary and Aspen Title and Escrow, Inc., an Oregon Corporation

an Oregon Corporation as Trustee for First Enterprises, Inc., an Oregon Corporation and M. Jean Sabara

Grantor and FNBS Financial Services, Inc., a California Corporation, as agent for Aspen Title and Escrow, Inc.,

Trust Deed made this 30th day of Feb. 1993